

**APPENDIX N: MEMORANDUM OF UNDERSTANDING AMONG  
NATIONAL PARK SERVICE, REDWOOD NATIONAL PARK;  
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION,  
PRAIRIE CREEK REDWOODS STATE PARK  
AND  
THE YUROK TRIBE  
FOR GOVERNMENT TO GOVERNMENT RELATIONS**

**ARTICLE I. OBJECTIVES**

*Whereas*, the Yurok Tribe (“Tribe”) and the National Park Service, Redwood National Park and California Department of Parks and Recreation, Prairie Creek Redwoods State Park (“Parks”) wish to establish and formalize a Government-to-Government relationship; and

*Whereas*, the Tribe and the Parks recognize the benefits of formalizing the process of communication for land and resources management decision making, education, planning and other governmental relations; and

*Whereas*, the Tribe and the Parks recognize that a strong working relationship is the best course in achieving our common goals of education and the preservation and management of natural and cultural resources.

**ARTICLE II. BACKGROUND**

*Whereas*, the Yurok have lived on lands now within the Parks for thousands of years and were the keepers of these lands now managed by the Parks; and

*Whereas*, The Tribe is a Federally-Recognized Indian Tribe, included in the Federal Register (October 21, 1993) listing of Indian Tribal Entities Within the Contiguous 48 States Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs; and

*Whereas*, the Yurok Tribal Council is the formally constituted governing body of the Tribe, entrusted with the responsibility to protect, preserve and promote the utilization of the ceremonial, subsistence and economic resources and interests of the Yurok people; and

*Whereas*, the Yurok Tribe is a participant in the Self-Governance Program administered by the Office of Self-Governance of the Bureau of Indian Affairs; and

*Whereas*, the Tribe has applied for, and has received initial approval for, the delegation of State Historic Preservation Officer functions on tribal (reservation) lands, and whereas a portion of Redwood National Park lands are within the boundaries of the Yurok Reservation; and

*Whereas*, the general membership of the Tribe approved the Constitution of the Yurok Tribe, wherein Article IV, Sections 1 and 5 define the authority of the Tribal Council and confirm the Council’s ability to enter into this Agreement with the Parks; and

*Whereas*, the Parks have responsibility for management of Redwood National Park and Prairie Creek Redwoods State Park lands that are the ancestral lands of the Tribe; and

*Whereas*, the National Park Service (NPS) Management Policies (1988) prescribe that the NPS will develop and execute its programs in a manner that reflects knowledge of and respect for the cultures, traditions and religious beliefs of Native Americans with ancestral ties to park lands; and

*Whereas*, the NPS is directed by the Presidential Memorandum of April 29, 1994 (Federal Register May 4, 1994) to operate within a government-to-government relationship with federally recognized tribal governments; and

*Whereas*, the California Department of Parks and Recreation is authorized to participate in this Memorandum of Understanding (MOU) through Section 5080.30 of the Public Resources Code of the State of California; and

NOW THEREFORE BE IT RESOLVED, the Tribe and the Parks agree to establish Government-to-Government relationships as follows:

### **ARTICLE III. STATEMENT OF WORK**

1. The Parks and the Tribe shall meet quarterly. These meetings are for the purpose of providing update and review of up-coming or on-going projects and to monitor the effectiveness of this Agreement. At these meetings, the Parks shall be represented by the Redwood National Park Superintendent, and/or his/her designee(s); the California Department of Parks and Recreation Superintendent, and/or his/her designee(s); and the Redwood National Park Native American Liaison; the Tribe shall be represented by the Tribal Council and/or their designee(s).

2. The Parks shall consult, to the greatest extent practicable and to the extent permitted by law, with the Tribe prior to taking actions that affect federally recognized tribal governments and trust resources. All such consultations are to be open and candid so that all interested parties may evaluate for themselves the potential impact of relevant proposals.

Subjects to be covered in such consultations shall include at a minimum: park planning documents, natural and cultural resources management projects and proposed developments.

3. The Parks and the Tribe, a self-governance/compacting tribe, will work towards implementation of the Tribal Self-Governance Act of 1994.

4. The Parks and the Tribe will pursue opportunities to work cooperatively on economic development projects which will be to the benefit of both the Parks and the Tribe.

5. The Parks and the Tribe will place special emphasis on working together on cultural issues including but not limited to: protection of Yurok cultural sites, exchange of information regarding Yurok culture and Yurok cultural sites, the Parks' interpretive programs of Yurok culture, and the disposition of artifacts from Yurok aboriginal territory in the Parks' collections.

6. The Parks, to the extent allowed by law and applicable regulations and consistent with the responsible stewardship of the Parks resources, will provide for the collecting of natural resources for traditional Yurok activities.

7. The Parks and the Tribe will share relevant non-proprietary information pertaining to the inventory and management of the Parks lands. Research, transfer of technology and technical assistance are important components of this Government-to-Government relationship.

8. The Parks will work towards the recruitment and employment of Tribal members.

### **ARTICLE IV. ADDITIONAL AGREEMENTS**

1. This Memorandum of Understanding is among the National Park Service, Redwood National Park; California Department of Parks and Recreation, Prairie Creek Redwoods State Park; and the Yurok Tribe. The parties involved in this MOU do not represent any other units of the National Park System, California Department of Parks and Recreation units or Indian Tribes.

2. Nothing in this MOU shall abrogate the statutory or regulatory authority or responsibility of any of the parties.

**ARTICLE V. TERM OF AGREEMENT**

1. Unless earlier terminated pursuant to Article X below, this Agreement shall remain in effect through December 30, 2001, subject to the right of either party to terminate in accordance with Article X hereof and may be renewed by mutual agreement of the parties.
2. This MOU may be revised or modified as necessary by mutual consent of all parties through the issuance of a written amendment, signed and dated by all parties.

**ARTICLE VI. KEY OFFICIALS**

1. For Redwood National Park:

Andrew T. Ringgold, Superintendent  
Redwood National Park  
1111 Second St.  
Crescent City, California 95531  
(707) 464-6101

2. For California Department of Parks and Recreation

Richard C. Sermon, Superintendent  
California Department of Parks and Recreation  
Prairie Creek Redwoods State Park  
1111 Second St.  
Crescent City, California 95531  
(707) 464-6101

3. For the Yurok Tribe

Susie L. Long, Chairperson  
Yurok Tribe  
1034 Sixth St.  
Eureka, California 95501  
(707) 444-0433

**ARTICLE VII. PROPERTY UTILIZATION**

N/A

**ARTICLE VIII. PRIOR APPROVAL**

N/A

**ARTICLE IX. REPORTS AND/OR DELIVERABLES**

N/A

**ARTICLE X. TERMINATION**

This Agreement may be terminated at any time by providing sixty (60) days written notice to the other parties.

**ARTICLE XI. STANDARD CLAUSES**

1. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin. This does not prohibit the Yurok Tribe from preferential hiring in favor of Yurok Indians to the extent such hiring is authorized under the law.

2. Officials Not to Benefit

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

**ARTICLE XII. AUTHORIZING SIGNATURES**

In witness hereof, the parties have signed their names and executed this Memorandum of Agreement.

\_\_\_\_\_  
Susie L. Long, Chairperson  
Yurok Tribe

Date:

\_\_\_\_\_  
Andrew T. Ringgold, Superintendent  
Redwood National Park

Date:

\_\_\_\_\_  
Richard C. Sermon, Superintendent  
California Department of Parks and Recreation

Date: